



Request for Proposal # 2019-001

Executive Recruitment Services

Due Date: July 19, 2018
Time: 2:00 pm EST
Receipt Location: Government Center
Administrative Services Procurement Division
500 N. Main Street, Suite #709
Monroe, NC 28112

Procurement Contact Person
Name: David Shaul
Title: Procurement Specialist
E-mail: david.shaul@unioncountync.gov
Telephone: 704.283.3601



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2 Submittal Deadline and Addendum Information

2.1 PROPOSAL SUBMISSION DEADLINE

Submittals shall be sealed and labeled on the outside "RFP# 2019-001 Executive Recruitment Services". RFP's are to be received by the Union County, Procurement Division by **2:00 p.m., July 19, 2018.**

Mail or hand-deliver submission packets to:

Union County Government Building
Administrative Services, Procurement Division
500 North Main Street, Suite #709
Monroe, NC 28112
Attention: David Shaul, Procurement Specialist

The proposal must be submitted electronically in a PDF format on a non-returnable CD or flash drive, and in printed form. One (1) original (marked "ORIGINAL") plus six (6) hard copies of the proposal must be submitted. The original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.

Electronic (email) or facsimile submissions will not be accepted.

There is no expressed or implied obligation for Union County to reimburse firms for any expenses incurred in preparing proposals in response to this request.

Union County reserves the right to reject any or all proposals or to select the proposal, which in its opinion, is in the best interest of the County.

2.2 PROPOSAL QUESTIONS

Proposal questions will be due by **July 12, 2018 at 5 pm** EST. The primary purpose of this is to provide participating firms with the opportunity to ask questions, in writing, related to the RFP. The County may respond with an addendum within five (5) calendar days.

Submit questions by e-mail to **David Shaul at david.shaul@unioncountync.gov by the deadlines shown above.** The email should identify the RFP number and project title. All questions and answers may be posted as addenda on www.co.union.nc.us and www.ips.state.nc.us.



2.3 ADDENDUM

Union County may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum.

Should a vendor find discrepancies or omissions in this IFB or any other documents provided by Union County, the vendor should immediately notify the County of such potential discrepancy in writing via e-mail as noted above.

Any addendum to these documents shall be issued in writing. No oral statements, explanations, or commitments by anyone shall be of effect unless incorporated in the written addendum. Receipt of Addendum shall be acknowledged by the Proposer on Appendix B, Addendum Receipt and Anti-Collusion form.

3 PURPOSE

3.1 INTRODUCTION

Union County is pleased to invite you to respond to a Request for Proposal to provide executive recruitment services. This RFP outlines the information necessary to understand the selection process and the required documentation for submitting proposals. Please carefully read and follow the instructions.

3.2 COUNTY


Established in 1842, Union County, North Carolina (population 210,000) is one of the fastest-growing counties in the Carolinas and located in the central, southern piedmont. The County provides its citizens with a full array of services that include public safety, water/wastewater utilities and sanitation, human services, cultural and recreational activities, and general government administration.

4 EXECUTIVE RECRUITMENT

4.1 INTENT

Union County Government seeks proposals from executive search firms to provide the full-service recruitment and successful placement of a highly-qualified, local government executive to serve as County Manager.

The County Manager is appointed by the five-member Board of County Commissioners to lead a dynamic organization and provide oversight for the day-to-day operations of 7 service areas, 1,300 employees, and a \$412 million budget for FY2017-2018. Union County's financial stability has remained strong, with the nation's three bond rating agencies awarding excellent credit ratings to the



County's 2012 general obligation refunding bonds (Aa1/AA/AA+), and confirmed the ratings for the outstanding general obligation bonds. The credit ratings assigned to the County's GO bonds are enjoyed by fewer than 10 percent of the more than 6,000 local governments in the country. The County has received unqualified opinions on their audits for over ten years and with respect to internal controls over financial reporting, there have been no material weaknesses in two years, no significant deficiencies for nine years, and no instances of material noncompliance in over ten years.

After serving the Board of County Commissioners and community for the past 8 years, the current County Manager has provided notice of intent to retire from the duties of County Manager effective December 31, 2018.

In order to ensure the continuity of services and a smooth transition in managers, the Board of County Commissioners desires to engage a firm with extensive experience in successfully placing top level executive leadership in complexed, dynamic local government organizations.

Further information on Union County Government is available on the County's website, <http://www.co.union.nc.us>

Union County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or in the provision of goods and services.

4.2 PROPOSER REQUIREMENTS

The successful proposer will:

- Conduct an extensive, nationwide executive recruitment for a County Manager while following an agreed upon process;
- Have demonstrated experience recruiting top-talent executives in the public sector;
- Provide a detailed cost outline;
- Provide a service guarantee;
- Have knowledge of the Union County and the surrounding Metrolina region;
- Be available to meet with stakeholders and make oral and written presentations when appropriate.



5 DETAILED SUBMITTAL REQUIREMENTS

5.1 PROPOSAL FORMAT

Proposers should prepare their proposals in accordance with the instructions outlined in this section. Each proposer is required to submit the proposal in a sealed package. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP. Utmost attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, or tables should be numbered and clearly labeled. Response information should be limited to pertinent information only.

Proposals must adhere to the structure outlined below. Proposals shall consist of the sections listed below and shall be labeled in the same way as the corresponding section of the RFP.

A response to Sections 1 through 5 is mandatory. Failure to submit a proposal that complies with these requirements shall result in a proposal being considered non-responsive.

The proposal should be organized into sections:

1. TITLE PAGE

Use your firm's current letterhead. State that the enclosed proposal to Union County is for the provision executive recruitment services and describe the nature of the services which would be provided. Include:

- a. Name of firm,
- b. Name of representative submitting proposal,
- c. Mailing address,
- d. Telephone number,
- e. Email address and
- f. Date of submission.

2. TABLE OF CONTENT

3. RECRUITMENT FIRM OVERVIEW

Describe the firm's capabilities to perform the executive recruitment services being solicited.

This section must include:

- a. A list of all public sector executive recruitment assignments completed by the firm in the past three (3) years, include:
 - i. The name of the public entity,
 - ii. Position title for each assignment and,



iii. The length of service to date of the successful candidate.

1. Of the assignments listed in 3a:

- a. how many were successfully filled by a candidate that your firm presented;
 - b. how many were filled by an internal candidate and,
 - c. how many were cancelled or left vacant at the conclusion of your work;
- b. Names, email address, mailing address and telephone numbers of contact persons with five (5) clients for whom your firm has provided similar services;
- c. Names, email address, mailing address and telephone number of three (3) candidates your firm has recently placed.
- d. A list of all legal action(s) brought by or taken against your firm since January 1, 2009. This should include any claims of discrimination or harassment filed with federal or state agencies.
- e. A list all civil judgments against your firm or settlements with claimants offered by your firm since January 2013.
- f. A list of all breach of contract claims made against your firm since January 1, 2013.
- g. A list of all placements that failed and for which your firm was required to conduct a second recruitment under the terms of its contract performance guarantee.

4. PROPOSED SERVICES

This section must include:

- a. A detailed outline of the executive recruiting process that your firm will follow;
- b. A sample candidate presentation packet;
- c. A detailed timeline that will apply to the delivery of services;
- d. The rate structure that will apply to the delivery of services broken down by fee and expenses; and
- e. The service guarantee that will apply to the recruitment assignment.

5. SUMMARY OF AGENCY'S STAFFING OR USE OF CONSULTANTS

The proposal must include resumes or bios of the individuals or agencies that will be part of the service delivery system, including those that are outside contractors or partnerships and their qualifications. Special note should be



made of the use of contractors or services that are not based in the United States.

REQUIRED SIGNATURE FORMS

Proposers should include signed copies of the following documents:

- Proposal Submission Form, Appendix A
- Addendum Receipt and Anti-Collusion Form, Appendix B
- Iran Divestment Certificate, Appendix C
- W-9 Form (Proposer supplied)

6 EVALUATION CRITERIA

6.1 EVALUATION OF PROPOSALS

The County reserves the right to determine the suitability of proposals on the basis of a proposal's meeting administrative requirements, technical requirements, the review team's assessment of the quality, performance of the services proposed, and cost.

Evaluation Committee will make a selection based on criteria listed below (no particular order) and other relevant RFP information. Evaluation factors will include, but are not limited to, the following:

- Demonstrated ability to provide the services,
- Client service and references
- Fees proposed
- Compliance with the information listed in the RFP

6.2 AWARD PROCEDURES

The award shall be made in the best interest of the County. This Request for Proposal is not subject to any competitive bidding requirements of North Carolina law. The County reserves the right to accept other than the most financially advantageous proposal. The County reserves the right to accept or reject any and all proposals, to waive any informality in proposals, and unless otherwise specified in writing by the Proposer, to accept any items in any proposal. The County may, at its discretion, require **one or more** proposers to appear before an evaluation committee for an interview or to make a presentation. During such interview, the contractor may be required to orally and otherwise present its proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as deemed appropriate. Proposers will be notified in advance of the time and format of such meetings. Since Union County may choose to award a contract without engaging in discussions or negotiations, the proposal submitted shall define each proposer's best offer for performing the



services described in this RFP.

The commencement of such discussions, however, does not signify a commitment by Union County to execute a contract or to continue discussions. The County may terminate discussions at any time and for any reason.

A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. Union County may reject any or all proposals and may waive any immaterial deviation in a proposal. Union County's waiver of immaterial deviation shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if awarded the agreement.

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.

As the County may award a contract based on the initial offer, a bidder should make its initial offer on the most favorable terms available. The County reserves the right, however, to have discussions with those bidders falling within a competitive range, and to request revised pricing offers from them and to make an award or conduct negotiations thereafter.

County may select and enter into negotiations with the next most advantageous Proposer if negotiations with the initially chosen Proposer are not successful.

The award document may be a Purchase Order incorporating, by reference, all the requirements, terms and conditions of the solicitation and the Proposer's proposal as negotiated.

6.3 AWARD

The term of this contract shall be for the executive recruitment of a County Manager plus one (1) year after hire.

Union County shall review the terms and conditions, and confirm performance under this contract has been satisfactory. However, the County reserves the right to terminate the contract.

The parties agree that the contract for services may be terminated by Union County upon providing 60 days written notice.



7 GENERAL CONDITIONS AND REQUIREMENTS

7.1 TERMS AND CONDITIONS

All proposals submitted in response to this request shall become the property of Union County and as such, may be subject to public review.

Union County has the right to reject any or all proposals, to engage in further negotiations with any firm submitting a proposal, and/or to request additional information or clarification. The County is not obligated to accept the lowest cost proposal. The County may accept that proposal that best serves its needs, as determined by County officials in their sole discretion.

All payroll taxes, liability and worker's compensation are the sole responsibility of the Proposer. The Proposer understands that an employer/employee relationship does not exist under this contract.

7.2 SUB-CONTRACTOR/PARTNER DISCLOSURE

A single firm may propose the entire solution. If the proposal by any firm requires the use of sub-contractors, partners, and/or third-party products or services, this must be clearly stated in the proposal. The firm submitting the proposal shall remain solely responsible for the performance of all work, including work that is done by sub-contractors.

7.3 MODIFICATION OR WITHDRAWAL OF PROPOSAL


Prior to the scheduled closing time for receiving proposals, any Contractor may withdraw their proposal. After the scheduled closing time for receiving proposals, no proposal may be withdrawn for 60 days. Only written requests for the modification or correction of a previously submitted proposal that are addressed in the same manner as proposals and are received by the County prior to the closing time for receiving proposals will be accepted. The proposal will be corrected in accordance with such written requests, provided that any such written request is in a sealed envelope that is plainly marked "Modification of Proposal – "2019-001 Executive Recruitment Services". Oral, telephone, or fax modifications or corrections will not be recognized or considered.

7.4 INSURANCE

At Proposer's (hereafter "Contractor") sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best.

A. WORKERS' COMPENSATION

Statutory limits covering all employees, including Employer's Liability with limits of:



\$500,000 Each Accident
\$500,000 Disease - Each Employee
\$500,000 Disease - Policy Limit

B. COMMERCIAL GENERAL LIABILITY

Covering all operations involved in this Agreement.

\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Each Occurrence
\$1,000,000 Personal and Advertising Injury Limit
\$5,000 Medical Expense Limit

C. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000 Combined Single Limit - Any Auto

D. PROFESSIONAL LIABILITY

\$1,000,000 Claims Made


Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

7.5 ADDITIONAL INSURANCE REQUIREMENTS

- A. Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY INSURANCE POLICY.

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.
- D. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.

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- E. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify Union County's Risk Manager, at 500 N. Main Street # 130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union County, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- F. The Certificate of Insurance should note in the Description of Operations the following:
- Department: _____
- Contract #: _____
- G. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- H. Certificate Holder shall be listed as follows:
- Union County
Attention: Risk Manager
500 N. Main Street, Suite #130
Monroe, NC 28112
- I. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

7.6 INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold Union County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.



7.7 EQUAL EMPLOYMENT OPPORTUNITY

All Firms will be required to follow Federal Equal Employment Opportunity (EEO) policies. Union County will affirmatively assure that on any project constructed pursuant to this advertisement, equal employment opportunity will be offered to all persons without regard to race, color, creed, religion, national origin, sex, and marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

7.8 MINORITY BUSINESSES (MBE) OR DISADVANTAGED BUSINESSES (DBE)

It is the policy of Union County that Minority Businesses (MBEs), Disadvantaged Business Enterprises (DBEs) and other small businesses shall have the opportunity to compete fairly in contracts financed in whole or in part with public funds. Consistent with this policy, Union County will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with the award and performance of any contract because of sex, race, religion, or national origin.

7.9 LICENSES

The successful Contractor(s) shall have and maintain a valid and appropriate business license (if applicable), meet all local, state, and federal codes, and have current all required local, state, and federal licenses.

7.10 E-VERIFY

E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Contractor shall ensure that Contractor and any Subcontractor performing work under this contract: (i) uses E-Verify if required to do so; and (ii) otherwise complies with applicable law.

7.11 IRAN DIVESTMENT ACT NOTICE FOR LOCAL GOVERNMENTS IN NORTH CAROLINA

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.** requires that each vendor, prior to contracting with the State certify:

1. That the vendor is not identified on the Final Divestment List of entities that the State Treasures has determined engages in investment activities in Iran;
2. That the vendor shall not utilize on any contract with the State agency any sub-contractors that is identified on the Final Divestment List; and
3. That the undersigned is authorized by the Vendor to make this certification.

8 APPENDIX A - PROPOSAL SUBMISSION FORM

RFP # 2019-001 Executive Recruitment Services

This Proposal is submitted by:

Provider Name: _____

Representative (printed): _____

Representative (**signed**): _____

Address: _____

City/State/Zip: _____

E-Mail Address: _____

Telephone: _____

(Area Code) Telephone Number

Facsimile: _____

(Area Code) Fax Number

It is understood by the Proposer that Union County reserves the right to reject any and all Proposals, to make awards according to the best interest of the County, to waive formalities, technicalities, to recover and rebid this RFP. Proposal is valid for sixty (60) calendar days from the Proposal due date.

The Certificate of Insurance and W-9 must be received before any work is performed.

Proposer

Date

Authorized Signature

Please type or print name



9 APPENDIX B – ADDENDUM RECEIPT AND ANTI-COLLUSION

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Please acknowledge receipt of all addenda by including this form with your Proposal. Any questions or changes received will be posted as an addendum on www.co.union.nc.us and/or www.ips.state.nc.us. It is your responsibility to check for this information.

ADDENDUM #	DATE ADDENDUM DOWNLOADED
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I certify that this proposal is made in good faith and without collusion with any other offeror or officer or employee of Union County.

(Please Print Name)

Date

Authorized Signature

Title

E-Mail Address

Company Name

10 APPENDIX C – IRAN DIVESTMENT CERTIFICATE

RFP # 2019-001

Executive Recruitment Services

Name of Vendor or Bidder: _____

IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. 143C-6A-5(a)

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

Signature

Date

Printed Name

Title

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/iran and will be updated every 180 days.